



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

Community Forestry Assistance Grant

Request for Proposals

Funds for this grant are made available through the USDA Forest Service, administered by the Department of Natural Resources (DNR) Urban and Community Forestry Program.

PERIOD OF PERFORMANCE

April 1, 2016 – May 31, 2017

APPLICANT ELIGIBILITY

This grant is open to local governments, 501(c)(3) nonprofit organizations, educational institutions, and tribal governments.

PROPOSAL DUE DATE & TIME

**4:00PM PDT, ON FRIDAY,
DECEMBER 18, 2015**

CONTENTS OF THIS REQUEST FOR PROPOSAL

1. Introduction
2. General Information
3. Proposals
4. Proposal Contents (including eligible costs)
5. Evaluation and Grantee Award

Attachment A: Sample InterAgency Agreement

Grant Contact Information:

Washington State Department of
Natural Resources
Urban Forestry Program
1111 Washington St SE
MS 47037
Olympia, WA 98504-7037

Phone: 360-902-1703 or
800-523-TREE
FAX: 360-902-1757
E-mail: urban_forestry@dnr.wa.gov

SECTION 1 – INTRODUCTION

The United States Department of Agriculture (USDA) Forest Service Urban and Community Forestry Assistance Program is designed to partner with national and local organizations to provide a comprehensive approach to the stewardship of urban trees and forest resources. The Program provides financial and technical assistance to plan, protect, establish, and manage trees, forests, and related resources. The outcome is to restore and sustain the health and quality of the natural and human environments in urban areas. Washington State grants are awarded through this program to encourage community involvement in creating and supporting long-term and sustainable urban and community forestry programs at the local level.

1.1 Background and Purpose

The expanded forestry title of the 1990 Farm Bill includes authorization of the Community Forestry Assistance Program. This program was re-authorized in the most recent Farm Bill (2014) and funding has been provided to the USDA Forest Service to implement the program. The USDA Forest Service, in turn, has allocated funds to the Washington State DNR Urban and Community Forestry Program to distribute and administer.

The mission of the Washington State Department of Natural Resources (DNR) Urban and Community Forestry Program is to provide leadership and assistance to communities that are working to create self-sustaining urban and community forestry programs that preserve, plant and manage forests and trees in urban settings for public benefits and quality of life.

Community Forestry Assistance grants provide financial assistance for the execution of projects that further the mission of the DNR Urban and Community Forestry Program. Community Forestry Assistance grant awards will be up to \$15,000 per community, although funding amounts may be changed at the discretion of the grant coordinator.

1.2 Eligible Grantees

Grants will only be awarded to local or tribal governments, 501(c)3 nonprofit organizations, educational institutions. Community tree volunteer groups and neighborhood associations, while not directly eligible to apply, are encouraged to develop Community Forestry Assistance Grant proposals in partnership with one of the eligible entities listed above,

1.3 Period of Performance

The period of performance for any contracts resulting from this grant application is tentatively scheduled as April 1, 2016 through May 31, 2017.

No amendments extending the period of performance will be accepted by DNR.

SECTION 2 - GENERAL INFORMATION

2.1 Grant Coordinator

The Grant Coordinator is the point of contact in DNR for this application. All communication between the applicants and DNR shall be with the Grant Coordinator or other DNR Urban and Community Forestry Program staff.

Name	Linden Lampman, UCF Program Manager and Grant Coordinator
Street Address	1111 Washington St SE
Mailing Address	MS 47037
City, State, Zip Code	Olympia, WA 98504-7037
Phone Number	360-902-1703
FAX Number	360-902-1757
E-Mail Address	linden.lampman@dnr.wa.gov

Name	Ben Thompson, UCF Specialist
Street Address	1111 Washington St SE
Mailing Address	MS 47037
City, State, Zip Code	Olympia, WA 98504-7037
Toll-Free	800-532-8733
FAX Number	360-902-1757
E-Mail Address	ben.thompson@dnr.wa.gov

Communication with individuals other than the Grant Coordinator or UCF Program staff will be considered unofficial and non-binding on DNR. Applicants are to rely on written statements issued by the Grant Coordinator or UCF Program staff. Communication directed to parties other than the Grant Coordinator or UCF Program staff may result in disqualification of the Applicant.

2.2 Estimated Schedule of Activities

Proposals Due	4:00pm PDT, December 18, 2015
Proposals Evaluated	January 2016
Notification to Applicants	January 31, 2016
Finalize Contract	February 2016
Period of Contract Performance	April 1, 2016 – May 31, 2017
Final Report & Request for Reimbursement	No later than June 30, 2017

DNR reserves the right to revise this schedule as necessary.

2.3 Submission of Proposals

Applicants may submit their proposal in hardcopy format by mail or in electronic format by email. Applicants submitting hardcopy proposals must submit four (4) copies of each proposal, wherein one copy must have an original signature and the three other copies may have photocopied signatures.

Hardcopy proposals must be sent to the Grant Coordinator at the address listed in this Request for Proposal. The envelope must be clearly marked to the attention of the Grant Coordinator. Applicants should allow for normal mail delivery time to ensure timely delivery of their proposals.

Applicants submitting electronic proposals must email them to urban_forestry@dnr.wa.gov. Only one email per grant proposal will be accepted. Applicants must title their email: "CFA_2016_[Applicant Name]." The DNR email server may reject or fail to deliver any messages greater than 10 MB in size. Only Adobe PDF files will be accepted. The Proposal Summary, Proposal Narrative, and Proposal Budget must be sent in as a single PDF file. The grant application and any (up to three) attached documents (such as letters of support) must use the following file naming convention: CFA_2016_[Applicant Name]_[Suffix], wherein the "suffix" placeholder may be used for the applicant to distinguish between unique documents.

The proposal, whether mailed or sent electronically, must arrive at DNR no later than 4:00 p.m. Pacific Time, on the date specified on the cover page of this Proposal Form. The Applicant assumes the risk for whichever method of delivery they choose. DNR assumes no responsibility for problems or delays caused by electronic or ground-based delivery methods. Proposals that are submitted late or otherwise received after the deadline will be disqualified. All proposals and any accompanying documentation become the property of DNR and will not be returned.

2.4 Public Disclosure

Proposals submitted in response to this competitive procurement shall become the property of DNR and are subject to disclosure under the Public Records Act (RCW 42.56). All information in the proposal the Applicant claims as exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as such by the Applicant. The page must be identified and the particular exemption from disclosure relied upon by the Applicant must be identified. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Applicant has marked as exempt, DNR will notify the Applicant of the request and of the date that the records will be released to the requester unless the Applicant obtains a court order enjoining that disclosure. If the Applicant fails to obtain the court order enjoining disclosure, DNR will release the requested information on the date specified. If an Applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, DNR shall maintain the confidentiality of the Applicant's information per the court order.

A charge will be made for copying and shipping records to a requester as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hour notice to the Grant Coordinator is required. All requests for information should be directed to the Grant Coordinator.

2.5 Failure to Comply

If the Applicant fails to comply with any requirement of the Grant, DNR will reject the proposal.

2.6 Signatures

Proposals must be signed and dated by a person authorized to bind the Applicant to a contractual arrangement.

2.7 Rejecting Proposals

DNR reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract from this application.

2.8 Acceptance Period

Proposals must provide 60 business days for acceptance by DNR from the due date for receipt of proposals.

2.9 Responsiveness

All proposals will be reviewed by the Grant Coordinator to determine compliance with administrative requirements and instructions specified in this grant application. The Applicant is specifically notified that failure to comply with any part of the grant application may result in rejection of the proposal as non-responsive.

DNR also reserves the right, at its sole discretion, to waive minor administrative irregularities.

2.10 Most Favorable Terms

DNR reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal shall be submitted initially on the most favorable terms that the Applicant can propose. There will be no best and final offer procedure. DNR does reserve the right to contact an Applicant for clarification of the proposal during the evaluation process. In addition, if the Applicant is selected as an apparent successful grantee, DNR reserves the right to enter into contract negotiations with the apparent successful Grantee, which may include discussion regarding the terms of the proposal. Contract negotiations may result in the incorporation of some or all of the Applicant's proposal. The Applicant is to be prepared to accept this grant application for incorporation into a contract resulting from this grant application. It is also understood that the proposal will become part of the official file.

2.11 Obligation to Contract

This application does not obligate the state of Washington or DNR to contract for the project described.

2.12 Cost to Propose

DNR will not be liable for any costs incurred by the Applicant in preparation of the proposal submitted in response to this grant application, or any other activities related to responding to this grant application.

2.13 Commitment of Funds

The Commissioner of Public Lands or his delegate is the only individual who may legally commit DNR to the expenditure of funds for a contract resulting from this grant application. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract (the contract must be signed by both the applicant and DNR; both DNR and the Grantee must possess a copy of the dually signed contract before it is considered "fully executed"). A sample Interagency Agreement (contract) is included in Attachment A of this grant application package.

2.14 Indemnity and Insurance Coverage

The applicant must indemnify and have adequate insurance coverage to hold DNR and the State harmless for any claims arising out of or resulting from the contract.

2.15 Federal and State Regulations

Grantees must comply with all federal regulations pertaining to federal grants. Grantees are referred to Sections 3015, 3016, and 3017 of the Code of Federal Regulations and to cost principles outlined in OMB Circulars A-21, A-87, A-102, A-110, and A-122. These may be viewed online at http://www.whitehouse.gov/omb/circulars_index-slg.

2.16 Auditable Records

Records will be maintained according to all federal regulations. Records shall comply with generally accepted accounting principles with all expenditures, match, and in-kind contributions documented. Records will be supported by source documentation, such as canceled checks, paid bills, payrolls, time and attendance records, contracts, etc. Invoices must be marked paid and be referenced as to how payment was made, i.e., check number. Records must be maintained for three (3) years following payment.

2.17 Printed Materials

- All printed materials, signs, and other products including websites and press releases resulting from this grant must be reviewed by DNR prior to publishing.
- USDA Forest Service support shall be acknowledged in all publications or audiovisuals in accordance with 7 CFR 3015, Subpart 4, 3015.200. All projects must include an acknowledgement of funding sources, which shall be recognized as follows:

"Funds for this project were provided by the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program."

Appropriate agency logos may be used in addition to the above statement, and are supplied to successful applicants.

In some circumstances, logos from the USDA Forest Service and the Washington State Department of Natural Resources may be considered the most appropriate form of accreditation, and should be used in lieu of the textual accreditation. Such instances will be evaluated on a case-by-case basis by DNR staff in consultation with the USDA Forest Service. DNR reserves the right to require the use of logos either in conjunction with, or in lieu of the textual accreditation, with permission from the USDA Forest Service.

- USDA Equal Opportunity statement must be included in all publications:

“The USDA is an equal opportunity provider and employer.”

SECTION 3 – PROPOSALS

3.1 Eligible Proposals

Acceptable projects should focus on programmatic development, such as developing an urban forestry management plan or other directing documents, or on innovative programs that educate staff, the public and decision-makers about the benefits of trees and/or proper tree care and management. Examples include:

3.1.1 Program Development and Planning

- Policy, planning or management document development such as a street-tree master plan, an urban forest strategic or management plan, a specifications and standards manual, an urban forest policy manual, or other such documents.
- Urban forestry ordinance development or revisions
- Urban forest assessment and mapping (e.g. tree canopy analysis).
- Urban forestry Tree Board or Tree Commission development or training
- Efforts toward becoming a Tree City USA

3.1.2 Education

- Urban forestry education; curriculum and materials development
- Website development including or linking to urban forestry related research, best practices, outreach materials or promotional content.
- Research projects; must include an explanation of how the results will be shared
- Public education and outreach
- Engaging youth in urban and community forestry

3.2 Ineligible Proposals

The intent of the Community Assistance Forestry Grant Program is to support new initiatives which would not otherwise occur during a funding cycle. The grant is intended to assist with development of projects, programs or activities that are not currently funded. Grant funds may not be used to meet ordinary maintenance and operating expenses.

Funds may not be used for tree planting projects. However, some tree planting is permissible to a limited extent if directly applies to the goals of an eligible project, such as to reinforce educational messages or to publicly symbolize project milestones or successes. In these cases, applicants are encouraged to use the costs of tree planting

as applicant share (match) to grant funds requested. If an applicant elects to request grant funds for tree planting, the following criteria must be met: 1.) tree planting must constitute less than 8% of the total grant request; 2.) a three-year tree maintenance plan must be submitted by the applicant and approved by DNR staff prior to the issuance of any contracts; and 3.) inspections by an ISA Certified Arborist of both the nursery stock trees and the planting of them, is required. Completed inspection forms must be reviewed and approved by DNR staff before reimbursements can be paid. Applicants wishing to include tree planting in their grant proposal are encouraged to contact DNR staff prior to submittal of their proposals.

SECTION 4 – PROPOSAL CONTENTS

Proposals must provide information in the same order as presented in this document with the same headings. This will help reviewers evaluate the proposals and should assist Applicants in preparing thorough proposals. The proposal narrative shall not exceed five (5) standard letter-size pages in 12-point font.

Items marked as “mandatory” must be included as part of the proposal for the proposal to be considered responsive; these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation and rating process conducted by the evaluation team.

4.1 Applicant Information/Cover Sheet (Mandatory)

1. Name and location of the project, the Applicant’s name, address, telephone number, fax number, Federal tax identification number, and evidence of 501(c)3 status, if applicable.
2. Contact information for the primary project liaison, including name, address, phone number and email address
3. Brief summary of the project.
4. Budget summary. Budget summary totals must match those on the budget worksheet
5. Application form must be signed by an authorized representative of the Applicant

4.2 Overall Project (Scored)

1. Commitment (Scored)
 - Organizational goals, purpose or mission statement supporting urban forest management.
 - Source and variety of cost-sharing
 - Tree City status (current or incipient)
 - Letters of commitment and support from project partners. Letters are excluded from the total narrative page count.
2. Planning (Scored)
 - Complete and thorough application
 - Clarity and continuity between project description, narrative, and budget
 - Clearly defined purpose and objective(s) for the project
 - Appropriate proposed time frame for completion of the project
3. Results (deliverables, outcomes and metrics) (Scored)

- A clear and comprehensive list of deliverables generated
 - i) Deliverables are tangible products that will be produced throughout the duration of the project.
 - ii) Examples include but are not limited to: copies of reports, plans, maps, data, certificates, sign-in sheets, posters, design proofs, presentations, educational materials, press releases, social media posts, etc.
 - iii) Evidence of project promotion, including at least one (1) formal press release, to be vetted by DNR staff, and with appropriate recognition given to DNR and the USDA Forest Service, is required and must be included in project deliverables
 - A clear list of expected outcomes for the project
 - i) Outcomes are qualitative indicators of project success
 - ii) Outcome examples may include: greater awareness of tree issues among staff or the public; support from city council or community members; clarification of codes or policies; streamlined operations; formation of a tree board, task force, or working group; etc.)
 - A clear list of appropriate metrics
 - i) Metrics are quantitative measures by which to evaluate project success
 - ii) Examples may include: 40 hours of training provided to 10 field staff; a minimum of four, 1-hour meetings with project collaborators; evaluation of management needs for at least 100 park trees; etc.
 - iii) Metrics identified in the application may be estimates based on reasonable and explained assumptions. For example, applicants may estimate volunteer participation for a scheduled event.
 - iv) If an awarded project falls short of its metrics, applicants must include an explanation in their final reports.)
4. Impacts (Scored)
- Degree to which the project satisfies a local need
 - Clearly identified benefits from the project
 - Long-term sustainability of the project
 - Return on investment—degree(s) to which the value of expected results exceeds initial project investments of time and money.
5. Budget (Mandatory & Scored)
- Well-identified, diverse and realistic funding sources
 - Matching funds provided
 - Accounting of project costs in appropriate categories (i.e. grant share vs. applicant share vs. in-kind share vs. donations.
 - Clearly identified staff and resources to complete and maintain the project
 - Clearly stated purpose for each identified cost.
6. Other (Scored)
- Innovative methods, new technology or techniques, or other unique features
 - Partnerships or cooperative ventures important to the success of community forestry
 - Scope and extent of follow-up and continued stewardship activities
 - Service to underserved populations

- Unique features or outstanding value in relation to most urban forestry projects

4.3 Cost Details

Grant requests must be a minimum of \$5,000 and may not exceed \$15,000.

4.3.1 Eligible Costs

- Necessary and reasonable costs to accomplish the objectives of the project during the grant period as proposed on the budget worksheet
- Hiring a consultant or intern to accomplish a specific project task
- Staff salaries for 501(c)(3) nonprofit organizations when work is directly related to project outcomes
- Project-specific computer software
- Trees and planting supplies

4.3.2 Ineligible Costs (while not reimbursable with grant funding, ineligible costs may be used as match; see section 4.3.4)

- Staff salaries and wages for local units of government, educational institutions, or tribal governments
- Overhead greater than 10 percent of the project
- Construction or fabrication activities
- Capital outlays including purchase of land
- Equipment, including computer hardware or tools
- Food and refreshments
- Items disapproved from the budget worksheet are considered ineligible costs
- Tree seedlings

4.3.3 Cost Sharing Requirements

Funds will be awarded on a matching basis. Applicants are required to provide a 50% match to the grant share being requested. Match must be in the form of applicant share, in-kind contributions, or cash donations. Grantees must match grant award funds with non-federal funds and/or contributions. Federal matching funds or in-kind contributions cannot be used as a match for any other federal cost-share project.

4.3.4 Applicant Share

- Salaries of project participants or Applicant staff shall be designated as applicant share
- Costs incurred for services, equipment, wages, supplies, etc., that are directly incurred by the applicant
- Costs of other items listed as ineligible costs in section 4.3.2, above.

4.3.5 In-Kind Share

In-kind matches, such as any third-party non-cash donations of time, services, equipment or supplies are valid and encouraged. In-kind matches may take the form of volunteer hours, donated materials, donated office space or equipment associated with

the project, etc. A rate of \$27.54 per hour (2014 rate) will be used as the volunteer rate unless the volunteer is performing tasks in their normal line of work. In that situation, the match will be calculated at their current billable job rate.

4.3.6 Cash Donations

Cash Donations are any third party donation of money (cash, check, or electronic transfer) toward the project.

4.3.7 State Sales Tax

Applicants are required to collect and pay Washington state sales tax, if applicable.

4.3.8 Budget Worksheet

To the extent possible, all expenditures or services to be rendered through this project should be itemized on the budget worksheet. Use additional worksheets if necessary.

Separate itemized costs for each component identified in the project, e.g., management plan, inventory, and outreach.

Describe each item, the cost basis, and the total expenditure. For example:

Personnel: Contracted Project Consultant, 28 hours @ \$100 TOTAL = \$2800

Total each row and column. Ensure that totals comply with the grant requirements, and match the figures on the Application Form.

4.3.9 Payment Process

Grant funds are distributed on a reimbursement basis and are not available in advance. Invoices will be processed for payment after deliverables have been verified and all applicable receipts and forms have been received. DNR will provide instruction for reimbursement. DNR requires Grantees to submit a mid-year and final report. The final report is required before final reimbursement is remitted. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract (the contract must be signed by both the applicant Grantee and DNR; both DNR and the Grantee must possess a copy of the dually signed contract before it is considered "fully executed").

SECTION 5 – EVALUATION AND GRANTEE AWARD

5.1 Evaluation Weighting and Scoring

The following weighting and points will be assigned to the proposal for evaluation purposes:

Commitment	5 points (max)
Planning	10 points (max)
Results	10 points (max)
Impacts	10 points (max)
Budget	10 points (max)
Other	5 points (max)
TOTAL EVALUATION POINTS	50 points (maximum)

5.2 Notification to Unsuccessful Applicants

Applicants whose proposals have not been selected for further negotiation or award will be notified via mail at the address provided in the proposal.

5.3 General Terms and Conditions

The apparent successful Applicants will be expected to enter into a contract (Interagency or Cooperative Agreement) with DNR.

5.4 Protest Procedure

Applicants who respond to this solicitation may file a protest to the selection of the winning proposals with the Grant Coordinator within three (3) business days of receiving a letter of unsuccessful application from DNR.

Applicants protesting the non-selection of their project shall follow the procedures described below. DNR will not consider protests that do not follow these procedures. This protest procedure constitutes the sole administrative remedy available to Applicants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific and complete statement of the action(s) being protested. A description of the relief or corrective action requested should also be included. All protests shall be addressed to the Grant Coordinator.

Only protests raising one or more factually supportable issues concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document.

Upon receipt of a written protest, DNR will convene a protest review. The Commissioner of Public Lands or his delegate will consider all available facts and issue a decision within five (5) business days of receiving the protest. If additional time is required, the protesting party will be notified of the delay.

If a protest might affect the interest of other Applicants that submitted a proposal, those Applicants will be given an opportunity to respond with any relevant information on the protest to the Grant Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold DNR's action; or
- Find only technical or harmless errors in DNR's acquisition process and/or conduct and determine DNR to be substantially in compliance and reject the protest; or
- Find merit in the protest and provide options for redress by DNR which may include:
 - Correct the error(s) and re-evaluate all proposals.
 - Reissue the solicitation document.

- Make other findings and determine other courses of action as appropriate.

If DNR determines that the protest is without merit, DNR will enter into a contract with the apparently successful grantee.



**INTERAGENCY AGREEMENT WITH THE
[GRANTEE]**

Agreement No. _____
USDA Forest Service CFDA Number _____

This Agreement is between the [CITY] and the Washington State Department of Natural Resources, Resource Protection Division, referred to as DNR.

DNR falls under authority of RCW Chapter 43.30 of Washington State Department of Natural Resources. DNR and the [CITY], herein after referred to as the Grantee, enter into this agreement under Chapter 39.34, Inter-local Cooperation Act.

The purpose of this Agreement is to help [CITY] increase canopy cover through focused planting projects to help meet canopy coverage goals and to set an example for City residents.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment "A".

2.01 Period of Performance. The period of performance of this Agreement shall begin upon final execution by both parties, and end on June 30, 2015, unless terminated sooner as provided herein.

3.01 Payment. Payment for the work provided is established under RCW 39.34.130. Payment will not exceed <###> dollars (\$XX.00). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Payment for services shall be based on the rates and terms described in Attachment B.

4.01 Billing Procedures. The Grantee shall submit invoices once during the period of performance stated in section 2.01. Payment to the Grantee for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the contract expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5.01 Records Maintenance. The Grantee shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the Grantee in providing the services. These records shall be available for inspection, review, or audit by personnel of DNR, other personnel authorized by DNR, the Office of the State Auditor, and federal officials as authorized by law. The Grantee shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be “Works Made for Hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the DNR and the Grantee. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

10.01 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board’s determination shall be final and binding on the parties. As an alternative to the dispute board,

either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

12.01 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules (See Minimum Federal Requirements - Attachment C);
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

15.01 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.01 Insurances. The Grantee and DNR are part of the State of Washington and are protected by the State's self-insurance liability program as provided by Chapter 4.92 RCW. These agencies have entered into this agreement to provide/perform the Priority Planting in Tacoma described therein. This agreement will terminate on the date listed in the period of performance. The agencies agree to share responsibility equally for losses that arise out of this agreement.

- (1) General Insurance Requirements

At all times during the term of this agreement, the Grantee shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Risk Manager or in the absence of, the Contracts Specialist at FMD, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Grantee shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Agreement. Said certificate(s) shall contain the Contract Number _____, name of DNR Project Coordinator, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Grantee shall include all subgrantees as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subgrantee. Subgrantee(s) must comply fully with all insurance requirements stated herein. Failure of subgrantee(s) to comply with insurance requirements does not limit Grantee's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. Grantee waives all rights against DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Agreement.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- (1) Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.
- (2) Insurers subject to Chapter 48.15 RCW (Surplus lines): DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, DNR at its sole discretion may accept evidence of self-insurance by the Grantee, provided Grantee provides the following:

Grantee shall provide a statement by a CPA or actuary, satisfactory to DNR that demonstrates Grantee's financial condition is satisfactory to self-insure any of the required insurance coverages.

DNR may require Grantee to provide the above from time to time to ensure Grantee's continuing ability to self-insure. If at any time the Grantee does not satisfy the self-insurance requirement, Grantee shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to DNR in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

- (1) Commercial General Liability (CGL) Insurance: Grantee shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent Grantees, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

- (2) Employers Liability (Stop Gap) Insurance: If Grantee shall use employees to perform this contract, Grantee shall buy employers liability insurance, and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

- (3) Business Auto Policy (BAP) Insurance: Grantee shall maintain business auto liability and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Grantee waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- (4) Workers' Compensation Insurance: Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Grantee and employees of any subgrantee or sub-subgrantee. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law, Grantee waives all rights of subrogation against DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Grantee shall indemnify DNR for all claims arising out of Grantee's, its subgrantee's, or sub-subgrantee's failure to comply with any State of Washington workers' compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Grantee or subgrantee employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by Grantee pursuant to the indemnity may be deducted from any payments owed by DNR to Grantee for performance of this Contract.

- (5) To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees. Grantee expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to Grantee's or any subgrantee's performances or failure to perform the Agreement. Grantee's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its agencies, officials, agents or employees.

17.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

18.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

19.01 Project Coordinators.

- (1) The Project Coordinator for the Grantee is [NAME], Telephone Number _____.

- (2) The Project Coordinator for DNR is Linden Lampman, Urban and Community Forestry Program Manager, Telephone Number 360-902-1703.

IN WITNESS WHEREOF, the parties have executed this Agreement.

[CITY]

Dated: _____, 20____ By: _____
Title: _____
Address: _____
Phone: _____
Federal ID # _____
DUNS # _____

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20____ By: _____
Robert W. Johnson
Title: Resource Protection Division Manager
Address: 1111 Washington Street SE
MS 47037
Olympia, Washington 98504-7037